

Kurt M. Zitzer (014110)  
Logan Reasonover (036572)  
MEAGHER + GEER, P.L.L.P.  
16767 North Perimeter Drive  
Suite 210  
Scottsdale, Arizona 85260  
480-607-9719  
kzitzer@meagher.com  
lreasonover@meagher.com  
*Attorneys for Plaintiff,  
Texas Insurance Company*

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA**

Texas Insurance Company,  
  
Plaintiffs,

vs.

Athena Logistic Solutions, LLC; Texas  
Department of Transportation; Roller Express,  
Inc.; the Estate of Mario Alberto Carlon Solis;  
Erika Ortiz, Ind. and as Rep. of the Estate of  
Carlos Armando Reyes Hurtado; and  
Cameron Grant.

Defendants.

Case No. \_\_\_\_\_

**COMPLAINT FOR INTERPLEADER  
PURSUANT TO 28 USC §1325**

The Plaintiff, Texas Insurance Company (“TIC”), files this Complaint for Interpleader against Defendants Athena Logistic Solutions, LLC (“Athena”), Texas Department of Transportation (“Texas DOT”), Roller Express, Inc. (“Roller”), the Estate of Mario Alberto Carlon Solis (“Solis Estate”), Erika Ortiz, individually and as representative of the Estate of Carlos Armando Reyes Hurtado (“Reyes Estate”), and Cameron Grant (“Grant”). The Plaintiff alleges as follows:

**INTRODUCTION**

1. This is an action for interpleader under 28 USC §1325. TIC respectfully requests that the Court allow TIC to deposit insurance funds, resolve competing claims to those insurance funds, and receive a discharge from further indemnity obligations.

1           2.     TIC issued a commercial auto insurance policy, policy number  
2 BBRCXLTAZ0112000600700 to Athena Logistic Solutions, LLC (“Athena”) for the period  
3 of February 11, 2022 to February 11, 2023 (“the TIC Policy”).

4           3.     The limit of liability on the TIC Policy is \$1,000,000.

5           4.     As a result of an auto accident on February 27, 2022 involving an Athena  
6 vehicle, Athena now faces liability and property demands against it in excess of \$1,000,000.

7           5.     On February 27, 2022, the Athena vehicle, while being operated, departed the  
8 road, entered the center median, and collided head on with a concrete support pillar of an  
9 overpass on Interstate 20 near Abilene, Texas (the “Accident”).

10          6.     It is unclear to TIC from the evidence available to date whether Carlos Armando  
11 Reyes Hurtado or Mario Alberto Carlon Solis was the driver of the Athena vehicle. At the  
12 time of the accident, both Mr. Reyes and Mr. Solis occupied the Athena vehicle.

13          7.     The Accident resulted in the death of Messrs. Solis and Reyes.

14          8.     The Accident resulted in damage to a vehicle owned by Roller Express.

15          9.     Cameron Grant was driving the Roller Express vehicle. At this time, it is unclear  
16 to TIC the nature and extent of Ms. Grant’s injuries.

17          10.    The Accident also resulted in property damage to property owned by Texas  
18 DOT.

19          11.    TIC has acknowledged that Messrs. Solis and Reyes may qualify as insureds  
20 under the TIC Policy.

21          12.    TIC has acknowledged coverage to Texas DOT for a property damage claim  
22 against Athena arising out of the Accident.

23          13.    TIC has acknowledged coverage to Roller Express for a property damage claim  
24 against Athena arising out of the Accident. TIC is still investigating Mr. Grant’s bodily injury  
25 claim.

26          14.    The Solis Estate has served a \$500,000 time-limited demand on TIC.

27          15.    The Texas DOT has delivered an invoice of \$343,687.46 to Athena for the  
28 property damage caused to the underpass.



1 offices in Austin, Texas.

2 28. Roller Express is an Illinois Corporation with its principle place of business in  
3 St. Charles, Illinois.

4 29. Grant is a resident of the State of Texas.

5 30. TIC brings this interpleader action as a “Statutory Interpleader Action” under 28  
6 U.S.C. 1335.

7 31. This Statutory Interpleader Action is appropriate under 28 U.S.C. 1335 since the  
8 disputed insurance proceeds have a value of greater than \$500, two or more adverse claimants  
9 are claiming entitlement to the insurance proceeds, and two or more claimants are diverse from  
10 one another.

11 32. Although demands have not been received from all claimants, demands to the  
12 insurance proceeds currently total \$1,870,782.39.

13 33. The competing claims make it unclear how to properly manage the TIC Policy  
14 limit of \$1,000,000.

15 34. TIC cannot settle the competing claims against Athena and other potential  
16 insureds under the TIC Policy without exposing itself to allegations of failure to properly  
17 manage the policy limit of \$1,000,000.

18 35. Venue is proper in this District under 28 U.S.C. 1397.

19 **GENERAL ALLEGATIONS**

20 36. Athena is a registered trucking company running freight hauling business out of  
21 Nogales, Arizona.

22 37. On February 27, 2022, Athena’s 2019 Freightliner Cascadia 126 (“the Vehicle”)  
23 was hauling Athena’s 2012 Vanguard National trailer on Interstate 20 near Abilene, Texas.

24 38. The Vehicle departed the road, entered the center median, and collided head on  
25 with a concrete support pillar of an overpass the Accident.

26 39. The Vehicle was driven by either Mario Alberto Carlson Solis or Carlos  
27 Armando Reyes Hurtado.

28 40. Mr. Solis and/or Mr. Reyes were a permissive user of the Vehicle. Mr. Solis

1 and/or Mr. Reyes therefore qualifies as an “insured” under the TIC Policy.

2 41. Mr. Carlos Reyes and/or Mr. Solis were a passenger of the Vehicle.

3 42. Mr. Reyes was a scheduled driver under the TIC Policy.

4 43. The Accident resulted in the death of Messrs. Solis and Reyes.

5 44. The Accident also resulted in damage to a vehicle owned by Roller Express.

6 45. The Roller Express vehicle was driven by Grant.

7 46. Grant may have been injured as a result of the Accident.

8 47. The Vehicle’s collision with the overpass also resulted in damage to the  
9 overpass.

10 48. The overpass is property of the Texas DOT.

11 Commercial Auto Policy

12 49. Texas Insurance Company issued to Athena Logistic Solutions, LLC a  
13 commercial auto insurance policy, number BBRCXLTAZ0112000600700, for the policy  
14 period of February 11, 2022 to February 11, 2023 (“the TIC Policy”).

15 50. The TIC Policy’s limit of liability is \$1,000,000 each accident.

16 Competing Claims

17 51. As shown above, the limit of liability under the TIC Policy is \$1,000,000.

18 52. The Solis Estate has served a time-limited demand of \$500,000 to settle Athena’s  
19 liability for the Accident related to the death of Solis.

20 53. The Texas DOT has delivered an invoice of \$343,687.46 to Athena for the  
21 property damage caused to the underpass.

22 54. Roller Express has asserted a property damage claim against Athena in the  
23 amount of \$27,094.93.

24 55. The Reyes Estate has served a demand of \$1,000,000 to settle Athena’s liability  
25 for the Accident related to the death of Reyes.

26 56. TIC may also receive a demand from Cameron Grant for bodily injury.

27 57. The potential liability of TIC’s insured, Athena, exceeds the combined Policy  
28 limit of \$1,000,000.

58. TIC therefore brings this interpleader action to resolve the dispute, and receive a discharge from further indemnity obligations under the Policy arising from the Accident.

**CLAIM FOR RELIEF:**  
**INTERPLEADER**

59. TIC incorporates by reference all previous allegations as though fully set forth in this Claim for Relief.

60. Given the competing claims against Athena, and the competing claims to indemnity coverage against TIC under the TIC Policy arising from the Accident, it is unclear how to properly manage the Policy limit of \$1,000,000.

61. The multiple claims against Athena, and the multiple claims for indemnity coverage against TIC, already state an amount in excess of TIC's limit of \$1,000,000, without having received all anticipated claims.

62. TIC cannot settle the Solis claim, the Texas DOT claim, the Reyes claim, and the Roller Express claim against Athena without exposing itself to allegations of the failure to properly manage the policy limit of \$1,000,000.

63. TIC stands willing and ready to deposit the \$1,000,000 with the Court.

64. TIC should be permitted to deposit the \$1,000,000 into the Court under the authority of *McReynolds v. American Commerce Insurance Co.*, 225 Ariz. 125, 235 P.3d 278 (App. 2010) ("*McReynolds*").

65. Pursuant to *McReynolds*, TIC is entitled to receive a discharge from any indemnity obligations under the Policy to Athena or Solis or Reyes in connection with the Accident, and the claims arising from the Accident, upon deposit of the \$1,000,000 into the Court.

66. TIC will continue to provide for the defense of Athena, Reyes and Solis against any suit arising out of the Accident, as directed by *McReynolds*.

**PRAYER FOR RELIEF**

WHEREFORE, TIC respectfully prays that the Court grant the following relief:

A. Permit TIC to deposit the insurance funds of \$1,000,000 into the Court.

1 B. Discharge TIC from any indemnity obligations to Athena and any other  
2 potential insured under the TIC Policy, to include Mr. Reyes and Mr. Solis, for the claims  
3 made against them by Texas DOT, Roller Express, the Estate of Mario Solis, the Estate of  
4 Carlos Reyes, and Grant arising out of the Accident.

5 C. Dismiss TIC from this interpleader action, and allow the competing Claimants  
6 to litigate the proper allocation of the insurance funds.

7 D. Grant TIC such other and further relief as the Court deems just and proper.  
8

9 DATED this 19<sup>th</sup> day of January 2023.

10  
11 MEAGHER + GEER, P.L.L.P.

12 By: /s/ Kurt Zitzer

13 Kurt M. Zitzer  
14 Logan Reasonover  
15 16767 North Perimeter Drive  
16 Suite 210  
17 Scottsdale, Arizona 85260  
18 (480) 607-9719  
19 *Attorneys for Texas Insurance Company*  
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**CERTIFICATE OF SERVICE**

I hereby certify that on Date, I electronically transmitted the attached documents to the court clerk's office using the CM/ECF system for filing and thereby transmitted a notice of electronic filing to the following CM/ECF registrants:

Clerk of Court  
United States District Court  
District of Arizona – Tucson  
405 W. Congress Street, Suite 500  
Tucson, Arizona 85701

By: /s/ Holly Andrews